

**MADRAS FERTILIZERS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
MANALI, CHENNAI 600 068**

NOTICE INVITING TENDER

**TENDER FOR IN-SITU PARTIAL RE-TUBING OF E1601 2B EXCHANGER
(K1601 II STAGE INTERCOOLER BOTTOM)- TAR 2018**

TENDER No. ESER/MAINT/Exchanger re-tubing /290518/003 Dated 09.05.2018

Online bids are invited for **"In-situ Partial re-tubing of E1601-2B Exchanger (K 1601 II-stage Intercooler Bottom) – TAR 2018"**. Bidders, who are interested to submit bids, may visit MFL website www.madrasfert.nic.in ["Tenders"–"e-tenders"] or Central Public Procurement web <http://eprocure.gov.in/eprocure/app>. Instructions for applying e-Tendering are given in **Annexure-1**.

For any clarification, please communicate to the following:

E-procurement cell: email: epro@madrasfert.co.in / epro1@madrasfert.co.in

Phone: 044 25945318 / 25945312/ 2594 1261 Mr. A M Sridhar

User contact detail: Mr M Malaravan- 044 25945372 / Mr G Sairam– 25945375/
Mr N Selvam- 044 25945414

Name of the Contract	"In-situ Partial re-tubing of E1601-2B Exchanger (K 1601 II-stage Intercooler Bottom) – TAR 2018" .
Nature of Bidding	Two Part Bidding: 1 st Part: Techno-Commercial Bid 2 nd Part: Price Bid
Estimated value of the Tender	₹ 2.21 lakhs
Commencement of viewing and downloading tender document from e-Tender Website	09.05.2018
Due date & Time for submission	29.05.2018 at 1600 Hrs
Technical Bid Opening Date& time	30.05.2018 at 1400 Hrs
Bid Submission (To be uploaded on or before the due date and time)	Two Separate on-line bids (1) Techno-Commercial Bid and (2) Price Bid To be submitted with price break up details as per Annexure-11 on or before the date & time meant for submission of bids.

Procedure for opening of Online Bid	Bids will be opened in seriatim EMD, Techno-commercial and price bid.
Bid Validity	120 days from the date of opening of Techno-Commercial bid
Price Bid Opening Date	Techno-Commercially qualified Tenderers only will be intimated
Security Deposit (SD)	5% of the Contract Value in the event of Award of Contract
Mode of Payment for SD	By Demand Draft in favour of Madras Fertilizers Ltd., payable at Chennai or by Bank Guarantee (Annexure – 9 for SD) or thru RTGS as per Annexure – 10.
BG Validity	For SD 90 days after the date of completion of contract.
Payment Term	100% within 30 days from the date of submission of bill on completion of the job.
Contract Period	The Contract shall remain in force till the job is completed from the date of issuing of Job Order during TAR 2018, per terms and conditions.
Bid Evaluation Basis	Techno-Commercially qualified L1 basis.
Scope of Work / Duties and responsibilities of the contract	Refer Annexure-2

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INSTRUCTIONS TO TENDERERS FOR APPLYING E-TENDER

- 1.1 **Instructions to the Tenderers / Bidders for the e-submission of the bids online through the e-tender site of M/s National Informatics Center (NIC)**
- 1.1.1 Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as nCode / eMudhra /safe script.
- 1.1.2 Bidder then need to login to the site through their user ID / password chosen during registration.
- 1.1.3 The e-token that is registered should be used by the bidder only and should ensure safety of the same.
- 1.1.4 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.1.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.1.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidders should take into account the Corrigendum published before submitting the bids online.
- 1.1.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in .pdf / .xls /jpeg/.rar formats only.
- 1.1.8 Bidder should submit the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, on any working day after e-publication of NIT and upto 3 working days after the last date of submission of bids. Scanned copy of the instrument should be uploaded as part of the offer along with Techno-Commercial bid.
- 1.1.9 It is construed that the bidder has read all the terms and conditions before submitting their offer including General Terms & Conditions (GTC) and Special Terms & Conditions (STC). GTC & STC can be accessed through Company's website.
- 1.1.10 The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 1.1.11 After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- 1.1.12 The details of the Earnest Money Deposit document should be submitted physically to the Dept., and the scanned copy should be furnished at the time of bid submission online. They should be same otherwise the Tender will be summarily rejected.

- 1.1.13 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.1.14 The tendering system will give a successful bid updation message after unloading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details.
- 1.1.15 The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 1.1.16 Bidder should log into the site well in advance for bid submission so that he submits the bid in time, ie., on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
- 1.1.17 Each document to be uploaded through online for the tenders should be less than 8 MB. However, if the file size is less than 8 MB, the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 8 MB.
- 1.1.18 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.1.19 The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 1.1.20 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 1.1.21 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 1.1.22 The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server system clock).
- 1.1.23 The bidder should log out of the tendering system using the normal log out option available at the top right hand corner and not by selecting (X) exit option in the browser.

- 1.1.24 Bidders should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else.
- 1.1.25 Bidders to note that if prices are indicated in their un-priced Techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 1.1.26 Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections of the pages of the bid document including General Conditions of Contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

ANNEXURE – 2**SCOPE OF WORK**

Equipment Name	:	E1601 2B – K 1601 2B Bottom Inter Cooler
Job description	:	In- situ Partial Re-tubing of E 1601 2B Bottom Inter cooler
Ref Drawing & No.	:	K 1601 2B 2nd stage Inter cooler Drawing No: 1-10-07-1858

Details of the Inter cooler

Type of exchanger	:	Fixed tube exchanger
Tube size	:	OD 19mm x 2.11mm Wall thick x 4640mm length
Tube material	:	SA 179 seamless tube
Total No. of tubes	:	520 tubes
Tubes to be retubed	:	260
Tube to tube sheet Joint	:	Tube shall be Heavy expansion and strength welding.

General

1. Job shall be carried out at MFL site (In-situ) during TAR 2018.
2. Job shall be carried out on 24 Hours basis without any weekly off and declared Holidays.
3. Your work men fulfil all statutory obligations and comply with provisions of Labour Regulations Act 1970
4. All your workmen shall be adequately covered by ESI, PF and evidence thereof shall be produced before commencement of this work
5. You shall strictly adhere to MFL safety rules and regulations
6. Work permit shall be obtained during each shift from MFL authorities
7. Being an in-situ job, you shall deploy sufficient manpower, tools and tackles to complete the job within the time schedule.
8. You have to engage your supervisor to supervise the job in progress and coordinate with our engineers.

MFL Scope

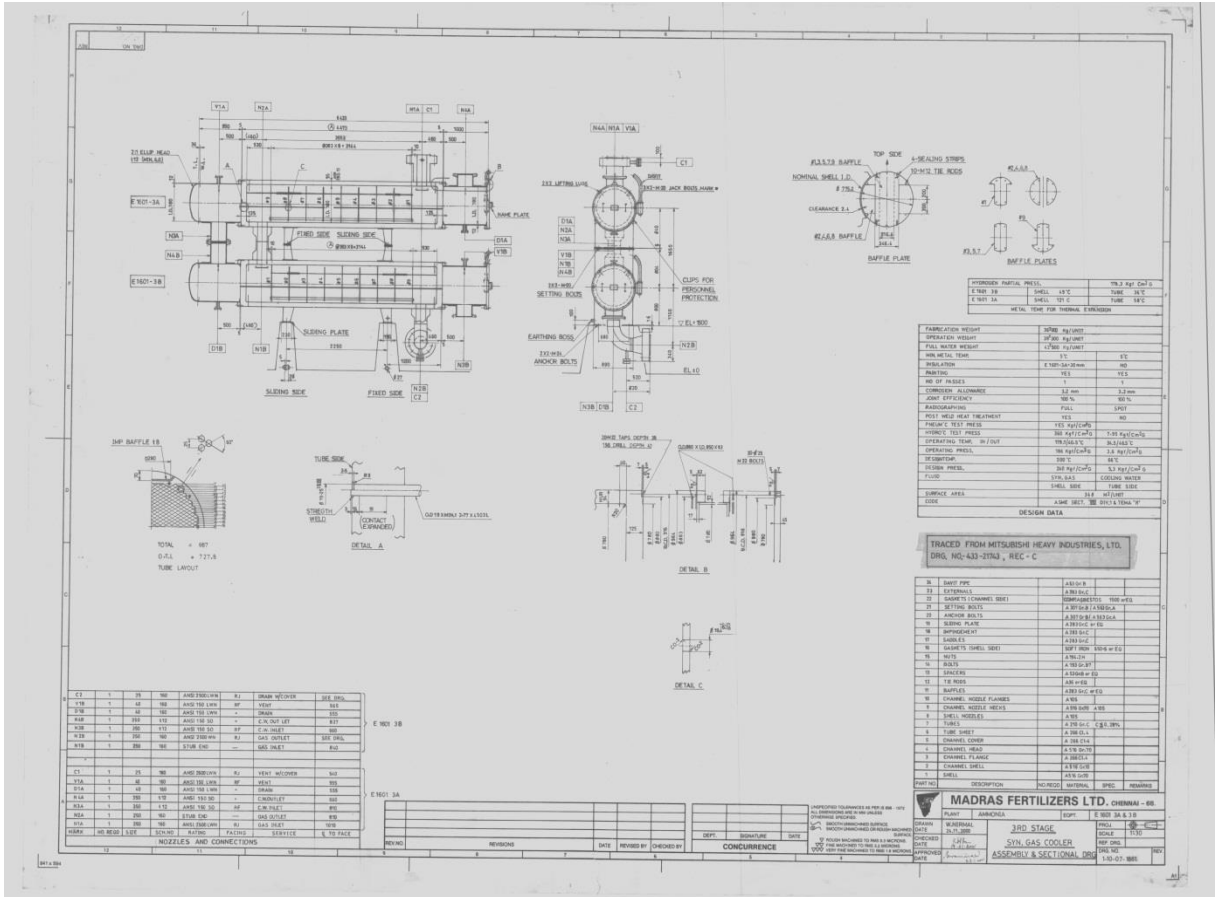
1. New tubes shall be supplied by MFL from MFL Stores which shall be shifted to the site by vendor
2. MFL shall provide free water and power
3. All gaskets, blinds and fasteners (if old damaged) will be provided by MFL

Scope of work to be executed by Vendor

1. The necessary blinds to be provided for isolating the Exchanger and also for testing purposes.
2. Both side end covers and related lines to be removed
3. Removal of plugs which were inserted for plugging leaky tubes
4. Removal of existing old tubes
5. Checking of both side tube sheets
6. Shell cutting if required shall be done by the vendor and re-welded after re-tubing with their own consumables. For welding welder and welding electrode should be certified by MFL inspection
7. Complete cleaning of shell inside after old tube removal
8. After getting clearance from MFL insert new tubes
9. Expanding the tube to tube sheet as per procedure
10. Tube to tube sheet welding, if required, shall be carried out as per procedure after getting clearance from MFL.
11. Pressure test shall be carried out as per procedure after getting clearance from MFL. **Necessary pump required for hydro testing shall be arranged.**
12. If any repair is required, the vendor shall carry out the repair as per procedure given by MFL
13. After getting clearance from MFL, box up the end cover and lines and also the blinds to be normalized with new gaskets
14. All required tools and tackles and required structure material to be arranged.
15. Necessary welding machines and consumables such as gas, welding electrodes etc also shall be arranged.
16. Engineering standards to be used ASME section VIII Division and TEMA
17. If required, air for pulling of tubes and expanding shall be arranged by vendor
18. **Required metal scaffolding shall be arranged without any additional cost.**
19. Old removed tubes and scrap shall be shifted to scrap yard as directed by the MFL Engineers.
20. **The K1601 II Stage Top Intercooler (E1601-2A) end covers are also to be opened for Hydrojet cleaning, Hydro-test and box up the same, as the Hydro-test is common for both the Top and bottom exchangers.**
21. **The job is to be completed within 20 days from the date of issuing work permit.**

Note:

In case if MFL Hydro-test pump at Urea plant is utilised for hydro- testing of K1601 II stage Intercoolers a sum of Rs. 10,000/- per day will be deducted from the bill of Partial Re-tubing of E 1601 2B Bottom Inter cooler



Drawing No: 1-10-07-1858

1. Tube to Tube Sheet Welding Procedure for E1601 2B Inter cooler

1.1 Welder Performance qualification:

Welders for the welding are to be qualified before commencement of the welding job. The test weld is to be carried out on a mock tube sheet with the same weld preparation as that of the exchanger tube sheet. Each welder is to make a minimum of 10 welds in a cluster. After welding, the mock tube sheet will be sectioned across the tubes perpendicular to the mock tube sheet. Welds will visually examined for penetration, porosity, oxidation, slag. Etc. by our Inspection department and will be cleared to perform the weld, if found ok.

1.2 Tube Welding:

1.2.1 After all the tubes are expanded in, weld the tube ends as follows:

Item	:	Tube to Tube Sheet Welding
Process	:	GTAW (TIG)
Type	:	Manual
Base metal	:	Tube sheet – SA 266 CL4 Tubes – SA 179
<u>Filler wire</u>	:	<u>Root Pass/ Fill up/ Cover pass</u>
AWS No.	:	ER70S-2
Size of filler	:	1.6 or 2.4 mm
Position	:	Tube sheet straight (5F)
Preheat Temperature	:	100 ° C
PWHT	:	Not Applicable
No. of passes	:	Two
Shielding gas	:	Argon – Welding grade -5 to 7.5 LPM
Technique	:	String / Weave
Tungsten electrode	:	3/32" Dia, 2% thoriated to AWS 5.12, EWth -2
Cleaning	:	Wire brush
<u>Electrical characteristics</u>		
Supply type	:	DC
Polarity	:	EN
Amperes	:	60-150 Amps
Voltage	:	15-22 Volts

2.3 Tube Weld Inspection:

The first run of the weld to be dye checked. If any defects are found the welding to be repaired and dye checked before the second run is made.

2.4 Air testing tube Welds:

The shell is to be pressurised with 1.0 ksc air. Soap solution to be applied to the welds and watch for leaks. If any leak is found, the defect to be removed by grinding and re-weld the same. These procedures to be followed until all welds are defect free.

2.5 Hydro test shell side:

After satisfactory completion of air test, fill up shell side with water and hydro test at 120 KSCG.

ANNEXURE – 3**QUALIFICATION CRITERIA****1.0 QUALIFICATION CRITERIA**

- a) Tenderer shall have prior experience in re-tubing of Exchanger /Condensers in any industry during last 7 years ending 30.04.2018 which should be either of the following:
- i. Three similar completed works each costing not less than the amount equal to ₹88,400/- of the estimated cost.
(or)
 - ii. Two similar completed works each costing not less than the amount equal to ₹1,10,500/- of the estimated cost.
(or)
 - iii. One similar completed work costing not less than the amount equal to ₹1,76,800/- of the estimated cost.
- b) Tenderer whose average annual financial turnover is more than or equal to ₹ 66,300/- in the financial years 2014-15 , 2015-16& 2016-17 only need apply. Tenderer shall attach copies of Income Tax Returns filed for the past three financial years 2014-15, 2015-16 & 2016-17.
- c) Tenderer should attach copies of valid registration certificate obtained from ESI and PF authorities.

Non-compliance of any one of the above criteria shall lead to total rejection of the tender.

2.0 DOCUMENTS REQUIRED

- a) Award of Work or Job Completion Certificate to prove experience as stated above 1.0 (a) in the related field.
- b) Copies of IT returns and Audited statement of accounts (with membership number of Auditor) for last three financial years i.e., 2014-15, 2015-16 & 2016-17.
- c) Copies of ESI and PF code allotment letter.

Signed copies of the above documents are to be uploaded as Attachment with the on-line submission of bids. Tenders not accompanying documentary proof will be rejected.

ANNEXURE – 4**TECHNO-COMMERCIAL BID FORMAT**

Name of the Tenderer	
Address	
Detailed Technical Specification offered	Not Applicable
Payment Term	100% within 30 days from the date of submission of bill on completion of the job.
Payment Mode	RTGS/NEFT
No. of days for the completion of the Job	20 days inclusive of 2 days mobilization period, from the date of issuing work permit.
Service Period	Till completion of the job from the date of commencement of the job.
Service Terms and conditions	Annexure - 5
Service Place	MFL Plant
Bid Validity	120 days from the date of Technical bid opening
GST No.	
Acceptance to give 5% Security Deposit in the event of placement of order / award of contract	Yes
Acceptance for LD clause as per Annexure-5	Yes
Acceptance to all other tender norms, terms & conditions not mentioned herein	Yes

Signature of the Authorized person :

Name of the Authorized person :

Designation of the Authorized person :

ANNEXURE – 5**GENERAL TERMS & CONDITIONS****1.0 DEFINITIONS:**

- 1.1 The term "Contract" shall mean and include the entire tender and the agreement signed by the Contractor and Madras Fertilizers Limited.
- 1.2 "Contractor" shall mean and include those entering into agreement with Madras Fertilizers Limited, their heirs, representatives, executors, administrators, successors and their permitted assignees, as the case may be.
- 1.3 "MFL" shall mean and include Madras Fertilizers Limited., Manali, Chennai 600 068 or any of its authorized officers.
- 1.4 "Services" shall mean and include all items of work, duties / responsibilities of the contractor and / or any other item of work not specified but consistent with general terms of the contract and entrusted by MFL.
- 1.5 "Contract Rates" shall mean the rates of payment fixed by MFL and accepted by the contractor. Escalation in "Contract Rates" will not be permitted under any circumstances.
- 1.6 "Company's Representatives" shall mean and include the General Manager (Plant), Deputy General Manager – Maintenance or other Officers of the Company in-charge of Plant operations.

2.0 PERIOD OF CONTRACT

Contract shall remain in force from the date of issuing Job Order till the completion of the entire job during TAR 2018.

3.0 PLACE OF WORK:

The Contractor shall be responsible **"In-situ Partial re-tubing of E1601-2B Exchanger (K 1601- II-stage Intercooler Bottom) – TAR 2018"**.

4.0 RATES:

- 4.1 The tenderers shall quote rate in the "BILL OF QUOTE", furnished as Annexure 11.
- 4.2 Tenderers shall quote the rates inclusive of statutory duties and levies excluding GST. GST will be extra as applicable at the time of billing.

- 4.3 It shall be deemed that the Tenderer has satisfied himself by actual inspection of the site and locality of the work that the rates quoted by him in the tender will be adequate to carry out the work according to the specifications and conditions and that he has taken into account all the conditions and difficulties that may be encountered during the course of work and to have quoted labour and all other charges necessary for the completion of the work to the entire satisfaction of the DGM-Maintenance, or his nominee.
- 4.4 The rates quoted shall be valid till the job is completed.
- 4.5 The rate quoted should be inclusive of the statutory payments, which the Contractor is statutorily required to make, like PF, ESI, Minimum Bonus @ 8.33% and also the cost of services towards providing Safety equipment such as Helmets, Shoes, Hand Gloves etc. to the workmen. However, GST shall be excluded from the quote. PF, ESI & Bonus will be calculated as per Central Govt. norms.

5.0 OPENING AND ACCEPTANCE OF TENDER:

- 5.1 Tenders received shall be opened on the date, time and place specified, in the presence of the tenderers or their authorized representatives choosing to be present.
- 5.2 Madras Fertilizers Limited shall reserve the right to accept any tender or reject any or all the tenders without assigning any reason. Madras Fertilizers Limited is not bound to accept the lowest or any other tender and shall reserve the right to negotiate the rates with any or all the tenderers and shall also reserve the right to take any decision regarding the tender.
- 5.3 Tenders not conforming to these instructions shall be liable to be rejected at the sole discretion of the Deputy General Manager – Contract Cell.
- 5.4 The tenderers should be prepared to come to Madras Fertilizers Limited Plant at Manali, Chennai - 600 068, for discussions with the Company's Authorities, at their own expense and without any obligation, if called upon to do so.
- 5.5 Acceptance of the tender will be intimated to the successful tenderer through a Letter of Intent. The successful tenderer should submit the Security Deposit within the time specified in the Letter of Intent or before commencement of contract. In the event of failure on the part of the Contractor to pay the security deposit within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his tender shall be considered withdrawn without prejudice to any other rights and claims by MFL.

6.0 BASIS OF ARRIVING AT L1 TENDERER:

The bidder who quoted the lowest rates in the Bill of quote shall be considered as L1 tenderer.

7.0 NEGOTIATION WITH L1 TENDERER:

If MFL deems it fit to conduct negotiation with the L1 Tenderer, to finalize the price.

8.0 SPLIT UP OF JOBS:

100% of the jobs will be given to the L1 tenderer.

9.0 SUBLETTING AND TRANSFER:

- 9.1 The contractor shall be solely responsible for rendering any or all the services. He shall not sublet/transfer/assign the contract or any part thereof, to others. All his dealings with third parties shall be as between two principals without reference, in any way to Madras Fertilizers Limited. The contractor shall also undertake to make third parties fully aware of the position aforesaid.
- 9.2 The contractor shall be responsible for all the obligations arising out of enforcement of Contract Labour (Regulation and Abolition) Act in force or as amended from time to time. He shall also be liable to reimburse Madras Fertilizers Limited for any expenses which the latter, as principal employer, may incur in meeting with any of the provisions of the Act.
- 9.3 If MFL is unable to continue the contract due to enforcement of any of the provisions of the Contract Labour (Regulation & Abolition) Act, then this contract shall cease forthwith and no notice for such termination shall be given by MFL. The contractor shall not be entitled to any damage, compensation, loss of expense whatsoever, arising out of such termination of the contract.

10.0 REMUNERATION:

The contractor shall be paid remuneration in respect of the services described in the scope of work performed by him, at the contracted rates per Bill of Quote or the rate accepted by the contractor.

11.0 PAYMENT TERMS:

- 11.1 100% of contract value will be released within 30 days from the date of invoice after completion of job.
- 11.2 Offers with payment term such as "payment thru Proforma Invoice" or payment against documents thru bank" or payment thru letter of credit" etc., will be summarily rejected.
- 11.3 Bills have to be drawn on DGM – Maintenance, Madras Fertilizers Limited, Manali, Chennai 600 068. Bills submitted should be duly supported by signed copy of job order.
- 11.4 Bills should be clearly marked with MFL Job Order No. and date and the tenderer's Bill No. and Date.
- 11.5 Payment will be made only thru RTGS, after reckoning the credit period from the date of receipt of bills at MFL for the accepted material.
- 11.6 RTGS Form (Annexure 9) to be filled in, signed and sent along with the offer by the Tenderer to avoid any delay in processing payment.

12.0 COMPLIANCE OF LABOUR LAWS:

- 12.1 The contractor shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act 1948/ Workmen's Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965 and amendment act 2015, Payment of Gratuity Act, 1972 and 2016, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act 1958, Payment of Wages Act 1936, Minimum Wages Act 1948 & 2017 per Central Government Notification and Child Labour (Regulation and Abolition) Act and any other law applicable to the contract workmen as amended from time to time. The Tenderer has to pay the Minimum Wages as stipulated by Central Government, as the Company comes under the Deputy Chief Labour Commissioner, Central Government.
- 12.2 The contractor shall fully indemnify MFL for any default or non-observance by the Contractor or any of his representatives of any of the provisions of the above mentioned enactments and the rules framed thereunder. Even though the Contractor shall be solely liable for settlement of any claim made by any person due to the non-observance by the Contractor of any of the Provisions or otherwise of the enactments cited, MFL reserves its right to settle directly any amount due by the contractor as mentioned above and to recover such amounts from any of the amounts payable by MFL to the contractor or in the absence of the same as debt due to MFL by the Contractor.
- 12.3 The Contractor shall, whenever required by the Company or Government Officials authorized under the Statutes, produce for inspection, all Forms, Registers and other papers required to be maintained under various statutes.
- 12.4 In the case of non-coverage of employees under ESI scheme / EPF besides the recovery of the amounts due by any contractor towards their contribution, penal interest and / or damages as may be levied by ESI Corporation or EPF Authorities, a penalty of 20% of the above amount would also be levied and recovered from their bills. In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after the Contractor satisfies MFL as regards their having paid in full all payments relating to ESI/EPF payable by them and on execution of an Indemnity Bond and / or other documents to MFL as may be required by the Company.
- 12.5 The Contractor shall provide workmen with necessary safety appliances. The same shall be done at his own cost. If any of the workmen of the Contractor is found not complying with safety regulations during operations, the necessary safety appliances will be provided to the workmen and the cost shall be deducted from the Contractor's bill.
- 12.6 The contractor shall ensure that all the Rules and Regulations in force from time to time regarding safety, hygiene, sanitation and prohibition of smoking are complied with by his workmen.

13.0 MFL SAFETY RULES AND REGULATIONS:

- 13.1 The contractor shall adhere to existing MFL Safety Rules and Regulations and the work Permit System for work inside MFL premises during the tenure of contract work. Jobs will be performed in a time bound schedule as per the instructions given to the contractor by MFL Engineers or other authorized representatives from time to time.

- 13.2 The necessary safety and personal protective equipment like helmets, safety belt, goggles, shoes, gloves, etc. should be provided by the contractor to his workmen, in compliance with full safety regulations. If any workmen not wearing safety appliances as stated above shall be charged Rs.50/- for each such occasion.
- 13.3 The contractor shall acquaint himself thoroughly with and shall strictly enforce the rules and regulations, safety and security and follow the system and procedures in force at MFL.
- 13.4 The contractor shall ensure that personal protective equipment needed for the job to be used by each of their personnel (supervisor, skilled, semi-skilled and unskilled workmen) all the time.
- 13.5 The contractor shall obtain, at his own expense all permits, licenses and governmental approvals necessary for the performance of the works, shall give all notices required and shall comply with laws, ordinances, rules and regulations, applicable to the works.
- 13.6 Smoking inside the factory premises is very dangerous and is strictly prohibited. The contractor shall ensure that his men do not smoke inside the factory premises.
- 13.7 The contractor shall obtain Entry tokens/passes from the Security force and distribute the same to his employees. He shall ensure that the Tokens/Passes are displayed by his workmen while on duty without fail. The contractor shall be liable to pay Rs.50/- or such other amount as may be specified by the company towards penalty for each token / pass lost by his workmen / supervisors.
- 13.8 If any of the above terms and conditions is not observed or fulfilled, the contractor shall be liable for Civil Proceedings and forfeiture of any money due to him by the company for any liability / cost incurred by the company in fulfillment of the above conditions. The company will also have a right to recover the balance amount as a debt due to MFL by the contractor. The contractor shall be solely responsible for providing at his own cost, first aid, medical facilities, hospitalization, etc. in the event of any of contract workmen sustaining any injury, meeting with accident, falling ill, or otherwise. The company is not obligated to provide any of the above facilities, if such events occur. However, upon request by the contractor the company may extend its first aid transportation to hospital or such other medical centers. The cost of such first aid, medical facility or transportation as may be determined by the company, shall be deducted from the contractor's bill.

- 13.9 Madras Fertilizers Limited, Manali, Chennai 600 068, will provide the Contractor a place for construction of Temporary Office Accommodation / Storage facilities or Godown, etc., at the cost of the contractor within MFL premises. The contractor can store reasonable leftover materials at his own risk and responsibility. The contractor shall remove the structures at his cost on vacating the premises.

14.0 LIQUIDATED DAMAGES (LD CLAUSE):

In case of delay in completion of the job beyond the stipulated time of 20 days, inclusive of 2 days mobilization period, from the date of issue of work permit, Liquidated Damages (LD) will be levied at the rate of 0.2% per day of the delay or part thereof, subject to a maximum of 5% of the total contract value.

15.0 WITHDRAWAL OF CONTRACT:

If the contractor withdraws the contract during the contract period, MFL shall have the right to get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL in addition to forfeiting contractor's Security Deposit.

16.0 SUMMARY TERMINATION:

- 16.1 MFL reserves the right to terminate the contract forthwith at any time during the currency of the contract or in the event of contractor becoming insolvent or going into liquidation.
- 16.2 MFL shall also have, without prejudice to any other rights and remedies, the right in the event of breach/failure by the Contractor of any of the terms and conditions of the Contract or due to the Contractor's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover the losses, damages, expenses or costs that may be suffered or incurred by MFL besides forfeiture of Security Deposit.
- 16.3 The decision of Madras Fertilizers Limited about the breach / inability / failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.
- 16.4 MFL reserves the right to terminate the contract without any notice in writing or without any obligation on the part of MFL in the event of MFL's decision to operate the work by a different system.

17.0 SIGNING THE TENDER AND DOCUMENTS:

- 17.1 The tender duly filled in all respects shall be signed digitally on each page by the tenderers.
- 17.2 The tender and all connected documents shall be signed by all the Directors/Members of the tenderers or by any such person, who has the full authority to bind all Directors/Members of the tenderers.

- 17.3 Person or persons signing the tender shall state in what capacity he is or they are signing the tender, e.g. as Sole Proprietor of a firm or as Secretary / Manager / Director etc. of Limited Company.
- 17.4 In the case of a Partnership Firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract, including the arbitration clause.
- 17.5 Attested copies of Partnership Deed and Power of Attorney shall be submitted along with the tender.
- 17.6 In the case of a limited company, the names of all Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the Tender.
- 17.7 In the case of Hindu undivided family, the names of the family members be disclosed and the Karta who can bind the firm should sign the form and indicate his status below his signature. The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favor stating that he has authority to bind such others or the firms, as the case may be, in all matters pertaining to the contract, including the arbitration clause.

18.0 CONSTITUTION OF THE TENDERER:

- 18.1 The Contractor shall not change the constitution of the composition during the currency of the contract without the prior approval of MFL. Any change in the composition of contractor and happenings like death / resignation of any Partner / Director / Member shall be notified within 24 hours of such change / happenings by Registered Letter to Deputy General Manager (a/c)- Contract Cell, Madras Fertilizers Ltd., Manali, Chennai 600 068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.
- 18.2 The Contractor shall produce self-attested copy of Power of Attorney granted in favour of the Signatory of the Tender and the Partnership Deed.
- 18.3 In the event of any dispute, Legal or other proceedings, by any party or parties concerning the constitution or composition of the contractor, MFL reserves the right to itself take such necessary action as it deems fit, including termination of the contract, withholding payments due to the Contractor.
- 18.4 The Contract shall be awarded on the basis of 'Principal-to-Principal Contract' and the Contractor shall be deemed to be in an independent contractor engaged for the performance of service / work / job in the manner and to the extent provided in these presents.

19.0 INFORMATION ABOUT TENDERERS:

- 19.1 The tenderers shall furnish at the time of submission of tender, complete, correct and precise details about themselves, viz. name and address, composition, their main business.
- 19.2 In case of change in composition, it should be intimated to MFL within 24 Hours along with the required documents. If not done so, MFL reserves the right either to terminate or continue the contract.
- 19.3 The tenderers should attach the certificates (issued by competent authority) for previous jobs executed so far in a large scale industry to justify their capacity and knowledge to execute the job of the nature and extent. Failure to attach Experience Certificate along with the tender shall be rejected.
- 19.4 Tenders not accompanied by all the Schedule / Annexures intact and duly filled in and signed, shall be rejected.

20.0 LAWS GOVERNING THE CONTRACT:

The contractor will be governed by the Laws of India for the time being in force and made or as amended from time to time and the jurisdiction of the Court shall be that of the place where the Registered Office of MFL is situated (CHENNAI ONLY).

21.0 FORCE MAJEURE:

The terms and conditions of the orders shall be subject to force majeure. Neither seller nor MFL shall be considered in default of its obligation under this contract, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, sabotage, strikes, lock outs, fires, floods, explosions, epidemics, accidents, freight embargoes on export or import to India, Acts of God, Acts of Government, should one or both parties be prevented from fulfilling their actual obligations by the state of force majeure lasting continuously for a period of 3 months the two parties should consult each other regarding future implementation of the contract. Tenderer shall promptly notify MFL in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing the Seller shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.0 ARBITRATION CLAUSE:

All disputes shall be settled in accordance with the laws of India for the time being in force and as amended from time to time.

Any or all disputes arising out of the Contract / agreement shall be settled by mutual discussions and in the event of failure to do so, such dispute(s) shall be referred to a Sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision shall be final and binding. In the event of failure to appoint such a Sole Arbitrator, with mutual consent, then the Sole Arbitrator will be appointed through the High Court of Judicature at Madras. Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the Arbitration Proceedings under this clause and such Arbitration shall be in English and take place in the city of Chennai, Tamilnadu.

23.0 JOB COMPLETION PERIOD:

The exchanger opening and boxing up job to be completed within 20 days, inclusive of 2 days mobilization period, from the date of issuing work permit.

24.0 WORKMANSHIP GUARANTEE:

Workmanship Guarantee for a period of 6 months shall be furnished by the vendor from the date of commissioning of the Exchanger after **In-situ Partial re-tubing of E1601 2B Exchanger (k1601 II stage Intercooler bottom)**. Any defect during the guarantee period shall be rectified by the vendor free of cost.

25.0 GENERAL:

Any unsolicited letter / fax / email on price / other terms revision will not be entertained and such tenderers are liable to be disqualified from tender.

MFL shall have the right to inspect the jobs while execution of the same, at any time and to give instructions as required by MFL.

Notwithstanding purchaser's acceptance or right to inspection and / or any other terms and conditions provided in the job order, tenderer warrants that all jobs carried out are free from any defects and workmanship and that they fully comply with the specifications. Job order will be issued in reliance on the aforementioned warranty of the tenderer.

CANVASSING IN ANY FORM IS STRICTLY PROHIBITED AND THE TENDERER WHO RESORTS TO CANVASSING, SHALL BE DISQUALIFIED.

SECURITY DEPOSIT (SD) - TERMS & CONDITIONS

1. The successful tenderer shall pay 5% of the total contract value towards security deposit by Demand Draft or Bank Guarantee in the approved format (Annexure – 7) valid upto **ninety days** beyond the completion of the contract, issued by a Scheduled Bank to the satisfaction of MFL, payable and enforceable at Chennai or thru RTGS as per Annexure – 8, within 21 days from the date of intimation of his selection or before commencement of contract whichever is earlier. Independent confirmation of BG by the issuing Bank shall be sent directly to the DGM – Contract Cell, Madras Fertilizers Ltd, Manali, Chennai - 600 068.
2. No interest shall be paid on the Security Deposit.
3. Failure to pay the security deposit or enter into contract shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract. The tenderer shall be liable to compensate MFL for any losses incurred by MFL.
4. The security deposit shall be refunded within a reasonable time after the period of the contract subject to the contractor fulfilling all obligations/ operations as required under the contract. Only after due satisfaction as regards to the payment of wages, bonus, ESI, PF and GST dues by the contractor, the security deposit will be refunded.
5. MFL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by MFL due to breach or failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of MFL in respect of such losses, failures, breach, damages, charges, expenses or costs, shall be final and binding on the contractor and shall not be called into question.
6. Whenever the security deposit falls short of the specified amount, consequent to any adjustment towards shortages/damages/losses, the contractor shall make good the deficit within 7 days from the date of receipt of intimation from the Company so that the total amount of security deposit shall not at any time be less than the specified amount.
7. In the event of the security deposit being insufficient or if the security deposit has been wholly forfeited, the balance of the total sum recoverable from the contractor as the case may be deducted from any sum then due or which at any time thereafter may become due and payable to the contractor under this or any other contract with MFL. If that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to MFL on demand the remaining balance due as a debt.

ANNEXURE – 7**BANK GUARANTEE FORMAT FOR FURNISHING SECURITY DEPOSIT**

In consideration of the Madras Fertilizers Limited, Manali, Chennai 600 068 (Hereinafter called "the Company") having agreed to exempt _____ (hereinafter called "the said Contractor (s)") from the demand under the terms and conditions of an agreement dated _____, Purchase Order No. _____ dated _____ made between Madras Fertilizers Limited and _____ for supply of _____ (hereinafter called "the said agreement") of a Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank _____ Guarantee for ₹ _____ (Rupees _____). We _____ (Hereinafter referred as "Bank") at the request of _____ do hereby undertake to pay to the company an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the contractor(s) of any of the terms and conditions contained in the said agreement.

We _____ (bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due any payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____ (Rupees _____). We undertake to pay to the company any money demanded not withstanding any dispute raised by the contractor(s) / tenderer(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under any contractor(s)/tenderer(s) shall have no claim against us for making such demand.

We _____ (Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall contained to be enforceable till all the dues of the company under or by virtue of the said agreement have been fully paid. And its claim satisfied or discharge or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ (date) _____. We shall be discharged from all liability under this guarantee thereafter. We _____ (bank) _____ further agree with the company that the company shall have the full cut liberty without our consent and without affecting in any manner or obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/tenderer(s).

We, _____(bank)_____, lastly undertake not to revoke this guarantee during its currency.

Notwithstanding anything contained this bank guarantees our liability under this guarantee is restricted to ₹_____ (Rupees _____). Our guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is received by us in writing on or before _____, all your rights under the said guarantee shall be forfeited and we shall be deemed relieved and discharged from all liabilities there under.

The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the genuineness and authenticity of the Bank Guarantee.

(Signature of the authorized officer of the Bank) -----

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch.

MFL'S BANK ACCOUNT DETAILS FOR SUBMISSION OF EMD / SD THRU RTGS

1076

MANDATE FORM
Electronic Clearing Service (Credit Clearing) / Real Time Gross Settlement (RTGS)
Facility for receiving payments

A. Details of Accounts Holders :-

Name of Account Holder	MADRAS FERTILIZERS LIMITED
Complete Contact Address	MANALI, CHENNAI - 600 068
Telephone Number / Fax / Email	9884172251 / ins@madrasfert.co.in

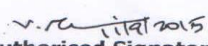
B. Bank Accounts Details :-

Bank Name	STATE BANK OF INDIA
Branch Name with Complete Address, Telephone No. and Email	COMMERCIAL BRANCH 232, NSC BOSE ROAD, CHENNAI - 600 001
Whether the Branch is computerized?	YES
Whether the Branch is RTGS enabled? If yes then what is the Branch's IFSC Code	SBIN0007347
Is the Branch also NEFT enabled?	YES
Type of Bank Account (SB / Current / Cash Credit)	CC ACCOUNT
Complete Bank Account No. (Latest)	10242276424
MICR Code of Bank	600002014


Date of effect :-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the use Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date : 11-09-2015


Authorised Signatory
V. MURALIDHARAN
 General Manager - Finance & Accounts
 MADRAS FERTILIZERS LIMITED
 Manali, Chennai - 600 068

Certified that the particulars furnished above are correct as per our records.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

 सहा. महाप्रबंधक / Assistant General Manager
Signature of the Bankers
 वाणिज्यिक शाखा, चेन्नई / Commercial Branch, Chennai-1

(Bank's Stamp)

Date : 11-09-2015

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Bank Branch is presently not "RTGS enabled", then upon its up-gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.



भारतीय स्टेट बैंक
State Bank Of India

(07347)-COMMERCIAL BRANCH CHENNAI
BOMBAY MUTUAL BUILDING
232 NSC ROSE ROAD CHENNAI 600001
IFS Code: SBIN007347

केवल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY

DDMMYY

PAY

रुपये RUPEES

को या उनके आदेश पर OR ORDER

अदा करें



खा.सं.
A/c No. 10242276424

VALID FOR Rs. 50.00 Lacs & UNDER

FOR MADRAS FERTILISERS LTD

MADRAS SECURITY PRINTERS PVT. LTD. CHENNAI / CTS-309



Prefix :
0523600002

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

AUTHORISED SIGNATORIES
Please sign above

⑈483119⑈ 600002011⑈ 000205⑈ 30

ANNEXURE – 9**TENDERER'S BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT**

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR			
VENDOR NAME				
ADDRESS				
TELEPHONE NO.			FAX No.	
EMAIL ID				
CONTACT PERSON'S			b.Designation :	
a. NAME				
c. MOBILE NO.				
d. EMAIL ID				
COMPANY'S PAN NO.				
IMPORT EXPORT CODE(if applicable)				
VENDOR'S BANK NAME				
BANK ADDRESS / PHONE NO.				
VENDOR'S BANK CODE (MICR) NO.				
VENDOR'S BANK ACCOUNT NO.				
ACCOUNT TYPE	Saving Acct / Current Acct. (Strike out which is not applicable)			
GRPT CODE				
NEFT CODE				
IFS CODE				
RTGS CODE				
BANK SWIFT CODE (For foreign vendors)				
ARE YOU A (if applicable)	Manufacturer YES / NO	Dealer YES / NO	Agent YES / NO	
CATEGORY OF THE FIRM	A. Micro	B. Small	C. Medium	
REGISTERED WITH	CST No.	SSI No.	EC No.	TIN No.

We hereby authorize Madras fertilizers Limited to make all the payments due to us with respect to above referred Enquiry through RTGS/NEFT Transfer

Place:

Signature of Authorized Signatory:

Date:

Name:

SEAL:

Designation:

(To be filled by MFL in case of ordering)

MFL Purchase Order No.	
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RTGS-Real Time Gross Settlement Code NEFT-National Electronic Funds Transfer
IFSC- Indian Financial System Code

ANNEXURE – 10**INFORMATION ABOUT THE TENDERER AND UNDERTAKING**

Sl.No.	Information Required	To be Filled in by Tenderer
1	Name of the Tenderer	
2	Address of Registered Office and Branches	
3	Address and Phone Number, Fax Number, Email ID etc.	
4	Composition of Tender (here state whether it is Hindu Joint Family Business, Proprietorship concern or Registered Partnership or a Limited Company)	
5	Nature of normal business of the tenderer	
6	Experience of similar working (Certificate to support statement must be enclosed)	
7	Any other experience and reference of the Companies (Attach separate sheet, if necessary). Copies of certificates (Award of contract and experience) to support statement must be attached.	
8	Details of Turnover	
9	Copy of PAN Card and 3 years IT Assessment order to be attached	
10	Three years audited statement of Accounts with Balance Sheet	
11	PF Code No.	
12	ESI Code No.	

13	GST Registration No.	
14	Any court case is filed against you or your concern	
15	Have you / your Firm filed any case against MFL	
16	DD No., Date, Name of the Bank and amount towards EMD	

Note: Copies of documents are required to be attached for Sl.No.6 to 13.

I/we declare that the above information is true to the best of my / our knowledge.

Place:

Signature of the Tenderer

Date :

(Name & Office seal)

SELF DECLARATION

I/We hereby declare that I/We have not been banned and de-listed by any company / PSU / Government Department / Financial Institution / Litigation with MFL.

Place :

Signature of the Tenderer

Date :

(Name & Office seal)

UNDERTAKING (BY TENDERER)

THE TENDERER HEREIN

- Agrees, accepts and abides by all the terms, conditions and covenants of the tender having read and understood the tender documents in full including the specification, scope of work, instructions, forms, annexures, terms & conditions etc.
- Confirms and acknowledges that the bids placed are true, accurate & with the best knowledge.
- Confirms that awarding of the contract based on the bids of the tenderer is the sole discretion of MFL.
- Undertakes to honour the bid(s), which is legally binding on, if the contract is awarded to the tenderer.
- Accepts EMD, SD, LD & Performance guarantee Clauses and agrees to invocation of the respective clause(s) in case of non-fulfillment of commitment.
- Agrees to accept any changes, if any, to the tender that may be made subsequently after releasing the tender, but before the last date meant for submission of bids, with respect to specification, last date for bid submission and/or any other clauses/terms of the tender.
- Agrees to update any changes made in the tenders & subsequent corrigendum from the e-Tendering portal of M/s NIC / CPPP.

Signature of the authorized person :

Name of the authorized person :

Designation of the authorized person :

BILL OF QUOTE**TENDER FOR IN-SITU PARTIAL RE-TUBING OF E1601 2B EXCHANGER
(K1601 II STAGE INTERCOOLER BOTTOM)- TAR 2018****TENDER No. ESER/MAINT/Exchanger re-tubing /290518/003 Dated 09.05.2018**

Sl No.	Particulars	No. of Tubes	Unit rate per tube in Rs	Amount (Rs.)
1	In-situ Partial re-tubing of E1601 2B Exchanger (k1601 II stage Intercooler bottom)- TAR 2018 including Metal Scaffolding charges	260		
2	<i>GST @ 18%</i>			
3	Total amount with GST			

L1 will be arrived based on the total amount with GST**Note:**

- Tenderer shall quote the rate inclusive of all taxes and levies excluding GST.
- GST shall be extra as applicable at the time of billing.
- While quoting, the tenderer has to reckon all the components, i.e. labour cost and their statutory payments, tools and tackle, transportation, overhead cost, administrative charge, profit and cost of safety apparels to be issued to workers etc.
- Bidder should ensure that prices should not be indicated anywhere in the un-priced part. The prices should be indicated only in the price bid and nowhere else
- Bidder to note that if prices are indicated in their un-prices techno-Commercial part their offer will be rejected and NO further evaluation or communication will be entertained in this regard